



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z12032

TITLE: Enterprise Content Management Software System

ISSUE DATE: 01/25/12

REQ NO.: NR 300 31882000003

BUYER: Brent Dixon

PHONE NO.: (573) 751-4903

E-MAIL: brent.dixon@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 02/27/12 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

| | | |
|------------------------------|----|------------------------------|
| (U.S. Mail) | or | (Courier Service) |
| RETURN PROPOSAL TO: DPMM | | DPMM |
| PO BOX 809 | | 301 WEST HIGH STREET, RM 630 |
| JEFFERSON CITY MO 65102-0809 | | JEFFERSON CITY MO 65101-1517 |

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

OFFICE OF ADMINISTRATION'S
INFORMATION TECHNOLOGY SERVICES DIVISION/DEPARTMENT OF MENTAL HEALTH
VARIOUS LOCATIONS

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/05/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

| | | | |
|------------------------------|--|--|--|
| DOING BUSINESS AS (DBA) NAME | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. | |
| MAILING ADDRESS | | IRS FORM 1099 MAILING ADDRESS | |
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| AUTHORIZED SIGNATURE | | DATE | |
| PRINTED NAME | | TITLE | |

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors for an electronic content management solution for the Office of Administration's Information Technology Services Division/Department of Mental Health, located throughout the State of Missouri, in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

| | |
|----------------------|---|
| Section 1: | Introduction and General Information |
| Section 2: | Functional and Technical Requirements |
| Section 3: | Proposal Submission Information |
| Section 4: | General Contractual Provisions and Requirements |
| Exhibit A: | Pricing (Cost) |
| Exhibit B: | Experience of Organization and Expertise of Personnel |
| Exhibit C: | Functional/Technical Capabilities and Method of Performance |
| Exhibit D: | Participation by Other Organizations |
| Exhibit E: | Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization |
| Exhibit F: | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions |
| Exhibit G: | Miscellaneous Information |
| Terms and Conditions | |

1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Wednesday, February 8, 2012 beginning at 10:00 a.m. Central Time in Room 500 of the Harry S Truman State Office Building in Jefferson City, Missouri.

1.2.2 Pre-Proposal Conference Agenda - The offeror should have available a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.3 Formal minutes of the conference will not be maintained.

1.2.4 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for personnel who will be attending the conference so that these accommodations can be made.

1.3 RFP Questions:

1.3.1 Questions and issues relating to the RFP must be directed to the buyer, Brent Dixon. It is preferred that questions be e-mailed to brent.dixon@oa.mo.gov.

- 1.3.2 Pre-Proposal Conference RFP Questions: The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Proposal Conference, the buyer of record will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the offeror to orally address any issues previously presented to the buyer by the offeror that the buyer of record may have failed to address.
- 1.3.3 All questions and issues should be submitted no later than ten (10) calendar days prior to the due date of the proposals. If not received prior to ten (10) calendar days before the proposal due date, the Division of Purchasing and Materials Management (DPMM) may not be able to fully research and consider the respective questions or issues.
- 1.3.4 Amendment to the RFP: Questions and issues necessitating requirement changes or clarifications will result in an amendment to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).
- 1.4 Offeror's Contacts:**
- 1.4.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 1.5 Background Information:**
- 1.5.1 The State of Missouri, Information Technology Services Division (ITSD) and the Department of Mental Health (DMH) have determined a need exists for an electronic document management solution as a long term replacement for existing systems and to provide a scalable, centralized platform that can be utilized by every facility distributed across the state. There are a number of factors driving this initiative to acquire an electronic document management solution which include the escalating costs of maintaining antiquated midrange hardware (AS/400), expanding existing systems as the volume of content managed daily is increasing, and the costs associated with implementing a strong records and retention management solution which can help maintain the Health Insurance Portability and Accountability Act (HIPAA) compliance. In a broader sense, the efficiencies gained by streamlining processes in one standardized and centralized system, while maintaining the flexibility for each facility and unit to make necessary modifications has many benefits. A viable solution will prove to be more cost effective, offer better performance and provide a rich user experience that can meet the dynamic needs of all the facilities under the DMH umbrella.
- 1.5.2 The state seeks an electronic content management solution that will replace the existing system with a solution that will enhance the document imaging process already in place at the state agency and provide additional features and capabilities. The document imaging process includes the conversion of paper-based records to electronic files. Once the electronic files have been created, the electronic file must be indexed by specific keyword information, stored in a structured system, and become retrievable through the state agency's network or over the Internet. The document imaging process has helped the state agency to

generate new efficiencies and dramatic cost savings by eliminating the costs associated with storing paper. The electronic content management solution will allow the state agency to manage the entire lifecycle of paper-based and electronic (i.e. Microsoft Word, Microsoft Excel, and email from Microsoft Outlook) documents. The electronic content management solution provides a simple and efficient way to input, retrieve, manage revisions (managing multiple versions of a document), collaborate, track, and retain all of the unstructured data that does not exist in the state's computer systems.

- 1.5.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

1.6 Other Agencies May Order:

- 1.6.1 The State of Missouri reserves the right to allow other state agencies to order from the contract, providing prior approval of the ITSD and Division of Purchasing and Materials Management is obtained.

2. FUNCTIONAL AND TECHNICAL REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the functional and technical requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.

2.1 General Requirements:

- 2.1.1 The contractor shall provide an electronic content management (ECM) system for the Office of Administration's ITSD (also hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 The contractor shall provide an electronic content management system that meets or exceeds the requirements herein.
 - a. The contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and functional requirements herein at no additional cost to the State of Missouri.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, and facilities necessary to perform the services required herein. The state agency will supply all server and computer hardware necessary to utilize the ECM system
- 2.1.4 The ECM system must be Commercial-Off-the-Shelf (COTS) software, generally available (i.e. not in beta or test) and currently in production.
 - a. All modules of the contractor's solution must be in current mainstream production and immediately available, and manufacturer-authorized and approved for distribution to the State of Missouri's using agencies.
 - b. The contractor's solution must be pre-programmed and currently available for marketing as an electronic content management solution. While the COTS software may require some minor customization to meet all mandatory requirements herein, the core product functionality must be currently available and industry-standard functionality must already exist in the proposed software (i.e. new software development of an electronic content management solution is unacceptable).
- 2.1.5 The ECM system must utilize a single centralized repository, but must also provide distributed repositories or individual systems for each of the state agency's departments or locations with the ability to move content from one repository to another with workflows.
- 2.1.6 The ECM system must utilize unlimited servers and repositories to support fail-over redundancy, streamlined disaster recovery, and multiple development environments or test environments.
- 2.1.7 The ECM system must be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- 2.1.8 The ECM system must be a traditional on-premise application.
- 2.1.9 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products or services that may be required under the contract.

- 2.1.10 The ECM system must be able to ingest and manage the addition of at least 200,000 images or documents per month and provide real-time search and retrieval for a population of more than 3,000 users, and automatically move content to more cost-effective storage media as the content ages.
- 2.1.11 The ECM system must allow the state agency's users to share documents with facilities and search for content that was captured at other locations, but simultaneously segregate information between facilities based on confidentiality needs and compliance and auditing mandates.
- 2.1.12 The ECM system must offer the usability and economies of scale of a shared repository model and the security flexibility needed to share information when necessary across the organization.
- 2.1.13 The ECM system must include robust records management functionality to ensure that records are kept according to their defined retention schedule and maintain an auditable life cycle that occurs transparently to the non-records manager.
- 2.1.14 The ECM system must support an unlimited number of users at various sites located throughout Missouri to be used as a web application accessed from multiple sites with a minimum download speed of 256 kbps.
- 2.1.15 The ECM system's workflow must be a straightforward automation of the business processes.
- 2.1.16 The ECM system must support the following applications types:
 - a. Productivity applications (i.e. Microsoft Office);
 - b. Open source products (i.e. OpenOffice.org); and
 - c. Industry-relevant applications (i.e. AutoCAD).
- 2.1.17 The state agency's users must be able to access the ECM system through a standard desktop (fat) interface and a web-based (thin client) interface.

2.2 Web-Based Thin Client Interface Requirements:

- 2.2.1 The ECM system's thin client must be a web browser-based solution that provides all of the document management capabilities of the standard client interface.
- 2.2.2 The state agency's users must be able to access the repository via a web client that provides "application-like" interactivity and functionality without requiring any software to be installed at the workstation. The ECM's thin client interface must provide the following:
 - a. Web access to the full-featured web-based ECM system that allows the state agency's users to utilize all of the features available in the ECM system; and
 - b. Web access to a view-only version of the web-based ECM system that allows the state agency's users to only view the information in the ECM, but not manipulate the data.
- 2.2.3 The implementation of ECM system's web access must be simple and be completed in a matter of hours with no need for Hypertext Markup Language File (HTML) coding. The web access interface must be easily customized and be tailored and integrated with the state agency's website for personnel single sign-on.
- 2.2.4 The ECM system's web access must provide each document with a distinct Uniform Resource Locator (URL) that can easily be presented within a business application for straight forward image-enablement.

2.3 Content Intake and Workflow Requirements:

- 2.3.1 The ECM system must have a diverse suite of capture tools that allow the state agency's users the ability to move content easily into the system thereby becoming a node in a distributed capture model.
- 2.3.2 The ECM system must capture and store electronic files, scanned documents, faxes, email, and printed documents.
- 2.3.3 The ECM system must capture the document, apply optical character recognition (OCR), index, route, and process files from network directories and repositories to all the content intake process to combine the advantages of distributed capture and centralized processing. The ECM must eliminate the typical distinction between capture and workflow since content can be captured early in its life cycle and (re)processing can occur at the logical stage in the document's workflow.
- 2.3.4 The ECM system must capture and store all documents in at least 300 x 300 dots per inch (dpi).
- 2.3.5 The ECM system must capture simplex and duplex documents.
- 2.3.6 The ECM system must allow a user to perform distributed and workgroup scanning.
- 2.3.7 The ECM system must support at least the following standard image formats:
 - a. Tagged Image File Format (TIFF);
 - b. Joint Photographic Experts Group 2000 (JPEG2000);
 - c. Portable Document Format/A (PDF/A)
 - d. Microsoft Office; and
 - e. Audio and Video.
- 2.3.8 The ECM system must allow a user to perform quality control of the scanned documents and to rescan documents when necessary.
- 2.3.9 The ECM system must scan small quantities of documents directly into the system.
- 2.3.10 The ECM system must scan massive quantities of documents and batch them into the system on a daily basis.
- 2.3.11 The ECM system must provide the user the ability to control the document version.
- 2.3.12 The ECM system must allow the scanned documents to be processed at the local workstation or unattended centralized processing, at the server and deliver the processed documents to the repository automatically named, fully indexed and in the appropriate location.
- 2.3.13 The ECM system must support centrally and locally processed optical character recognition (OCR) and indexing, intelligent character recognition (ICR), optical mark recognition (OMR), and barcoding.
- 2.3.14 The ECM system must provide administrators with the ability to configure, capture, and scan rules by using the following:
 - a. Defining auto naming;
 - b. Barcode recognition;
 - c. Zone OCR processing;
 - d. Real time database lookup;
 - e. Indexing; and

f. Filing documents.

- 2.3.15 The ECM system's workflow must be a collection of client/server applications/functions that facilitate the flow of documents. Each application/function must have a specialized role in the flow process.
- 2.3.16 The ECM system must support automated and formal taxonomy creation.
- 2.3.17 The ECM system must support Microsoft SharePoint and instant messaging platforms.
- 2.3.18 The ECM system must support e-mail platforms (e.g. Microsoft Exchange, Notes, and GroupWise) and capture e-mail and tasks within the platform.
- 2.3.19 The ECM system's server must monitor events and changes within the repository and perform actions depending on the rules configured in the workflow.
- 2.3.20 The ECM system's workflow designer must allow rules to be viewed graphically and created in a workspace containing a toolbox of prebuilt activities that can be dragged onto the design canvas to streamline automation. The workflow designer must also include embedded C# and VB.NET script editors within the designer supports custom workflow scripts developed in Visual Studio .NET so it can be integrated with other network applications. The ECM system's workflow shall include the ability to create custom activities which can be added to the available toolbox of activities and configured without having to create code.

2.4 Client Application Requirements:

- 2.4.1 The ECM system's client application interface must be an intuitive Microsoft Windows-based program with the following advanced functionality:
 - a. Search and retrieval;
 - b. Editing;
 - c. Mark-up (highlight, redaction, sticky notes, stamps, and others);
 - d. Scanning;
 - e. Indexing optical character recognition (OCR); and
 - f. Provide a customized file folder view, template card, and search view to meet the state agency's specific business requirements.
- 2.4.2 The ECM system's client application must provide users with an intuitive and flexible window to the repository that mimics the familiar nested folder view in which documents are stored similar to Windows Explorer.
- 2.4.3 The ECM system must allow a user to modify toolbars and displays (assuming the user has been granted sufficient security permissions) to tailor the user's workspace based on their role within the facility.
- 2.4.4 Searches made through the ECM system must be fast, robust, and performed through both a "Google-like" quick search bar and a more advanced search pane. Either search method must return results instantaneously with contextual matches displayed as well.
- 2.4.5 The ECM system must allow administrative functions to be provided through an administration console and provide access to users, security, templates, volumes, system activity, and audit trail data. The administrative console must allow named users registered within the system security permissions to be administered, establish records management policy, and record series and respective retention schedules that are configured centrally.

- 2.4.6 The ECM system must contain a development environment and tools for both business analysts and developers.
- 2.4.7 The ECM system must enable users within business units to create content-related solutions without assistance or support from the state agency's IT department.
- 2.4.8 The ECM system must enable users to communicate with external stakeholders (e.g. customers) via automated solutions that include web-based applications, fax, e-mail, web based applications, and print.
- 2.4.9 The ECM system must support at least the following social computing features:
 - a. Tags;
 - b. Blogs;
 - c. Wikis;
 - d. Comments; and
 - e. Expertise location.

2.5 Document View Requirements (Template Card, Thumbnails, and Annotations):

- 2.5.1 The ECM system must store scanned images natively as Group IV Tagged Image File Format (TIFF) files.
- 2.5.2 The ECM system must be able to take scanned images, as well as any other file type, and associate them with a state agency defined template card of index fields to capture the unique file information and aid in its categorization and future search ability.
- 2.5.3 The ECM system must present a thumbnail pane within the document viewer to allow users a preview of additional document pages. The thumbnail pane must allow users to perform quality control checks and reorder document pages by simply dragging and dropping the pages in the new order.
- 2.5.4 The ECM system must include at least the following document annotations: sticky notes, highlighting, stamps, redactions, etc. The annotation must provide the same flexibility as working with paper documents. The application of the annotations must be non-destructive and preserve the integrity of the unalterable image file.

2.6 Records Management Requirements:

- 2.6.1 The ECM system must have a customizable retention schedule.
- 2.6.2 The ECM system must have an auditable life cycle.
- 2.6.3 The integrity, security, and authenticity of content must be kept for the ECM system. The ECM system must include a method to test/verify the system's integrity, security, and authenticity through a DoD 5015.2/ Victorian Electronic Records Strategy (VERS) certification or other certification approved by the state agency.
- 2.6.4 The ECM system must have functions in place for expungement, legal acceptance of documents, meeting retention requirements, redaction, and other legal considerations for records management to improve the state agency's litigation defense.
- 2.6.5 The ECM system must allow administrators and legal representation access to e-discovery requests that include considerations of discovery, communication, and matter management.
- 2.6.6 The ECM system must allow administrators to conduct proactive audits of archived content to ensure adherence to policy.

- 2.6.7 The ECM system must allow users, with administrator security, to access the following records management materials:
- a. System information;
 - b. File plans;
 - c. Security authorizations; and
 - d. Disposition instruction.
- 2.6.8 The ECM system must allow users and administrators to view and print records from the system.
- 2.6.9 The ECM system must allow users to apply a legal hold to a retained record.
- 2.6.10 The ECM system must automatically capture metadata from scanned documents and records. The ECM system must maintain the metadata for the documents retained in the system.
- 2.6.11 The ECM system must capture records and documents from external sources (i.e. Microsoft Office Suite, other scan engines, etc.). The ECM system must be capable of converting the records and documents captured from external sources to different file formats.
- 2.6.12 The ECM system must integrate with filing plans, retention plans and retention schemes for non-digital records, paper-based records, or microfiche records.
- 2.6.13 The ECM system must allow an administrator to create filing plans and disposition instructions.
- 2.6.14 The ECM system must allow a user to submit records and documents to the system.
- 2.6.15 The ECM system must be capable of preventing a user from over-writing existing documents and records.
- 2.6.16 The ECM system must have tamper protection features.
- 2.6.17 The ECM system must provide an administrator the authority to control a user's access to documents and records.
- 2.6.18 The ECM system must maintain destruction records, provide proof of destruction, and delete records in such a way that the destroyed document is not able to be rebuilt or retrieved.
- 2.6.19 The ECM system must be compatible with other repositories and transactional systems to improve overall maintainability (e.g. other repositories, Microsoft SharePoint, etc.).
- 2.6.20 The ECM system must support all of the State of Missouri's records management compliance requirements.
- 2.6.21 The ECM system must include Business Process Management (BPM) capabilities that include consideration of the following:
- a. Standard processes;
 - b. How work queues are created;
 - c. Tools used to create, access, and monitor workflows; and
 - d. Common routing configuration such as ad-hoc, administrative, etc.
- 2.6.22 The ECM system must monitor BPM workflows and activity queues.

- 2.6.23 The ECM system must be integrated with other transactional systems including Enterprise Resource Planning (ERP) systems and collaboration tools.
- 2.6.24 The ECM system must allow users to access content via kiosks, smart phones, and other non-traditional environments.

2.7 Electronic Forms Requirements:

- 2.7.1 The ECM system must allow for the processing of electronic forms.
- 2.7.2 The ECM system must include the following electronic forms features:
 - a. No forms designer is required;
 - b. Browser based;
 - c. Supports digital signature;
 - d. Supports a user guided interface;
 - e. Uses existing forms and documents;
 - f. Connects to Microsoft SQL databases for retrieving and storing form information;
 - g. Ability to bind/fill data back to a Microsoft Word or PDF eform; and
 - h. Integrates with Active Directory (AD)
- 2.7.3 The ECM system should provide a full feature forms design graphical user interface (GUI).

2.8 Audit Trails and Logs Requirements:

- 2.8.1 The ECM system must have an audit trail for comprehensive compliance oversight of documents and records.
- 2.8.2 The ECM system's audit trail must record all user activity and changes in security settings so that management and system administrators can monitor system activity from all angles including:
 - a. Track who assigns which rights to which users;
 - b. Maintain records of searches performed in the repository;
 - c. Require users to submit reasons for printing, e-mailing and exporting documents;
 - d. Enforce the application of watermarks containing the name of the user responsible for printing, or other information;
 - e. Monitor attempts to change passwords;
 - f. Track what data is accessed in the repository;
 - g. Generate reports from the audit information;
 - h. Audit log tamper protection; and
 - i. Volume data hashing.

2.9 Server Structure Requirements:

- 2.9.1 The ECM system must include a server structure that supports virtual servers.
- 2.9.2 The ECM system must include servers that are centrally located or distributed.
- 2.9.3 The state agency's users must be able to operate the ECM system over a Wide Area Network (WAN).
- 2.9.4 The ECM system's server structure must support single and multiple content stores.

2.10 Repository Requirements:

- 2.10.1 The ECM system's repository server must use existing server products that include Microsoft SQL, Microsoft Windows Server 2008, Microsoft Windows XP, Microsoft Windows 7, etc. The architecture of the server configuration must provide the scalability to handle the state agency's central office and facility locations with no predefined limitations for the number of users or number of records that can be stored in the repository.
- 2.10.2 The ECM system's repository must be either completely centralized or a hybrid of centralized/distributed with synchronization from the distributed servers to the central servers. The electronic content shall be stored and managed by the system while presenting the clients with a virtual representation of the document/folder based on metadata and indexing.
- 2.10.3 The ECM system must enable deferment of storage investments.

2.11 Security and Data Integrity Requirements:

- 2.11.1 The ECM system must utilize an Active Directory for security.
- 2.11.2 The ECM system must utilize an integrated digital signature.
- 2.11.3 The ECM system must utilize encryption to prevent altering of archived documents.
- 2.11.4 The ECM system must verify that archive documents have not been altered.
- 2.11.5 The ECM system must maintain the watermark, tagging, redaction, sticky notes, and stamps placed on records and documents as they are moved beyond the state's internal network.

2.12 System Deployment Requirements:

- 2.12.1 The ECM system must fit within the state agency's existing infrastructure portfolio, whether the strategy is to have a virtualized, centrally located, or distributed architecture.
- 2.12.2 The ECM system must accommodate the most logical organization of content as determined by the state agency. The ECM system's logical organization of content must include the following options:
 - a. Every facility shares a common content store;
 - b. Each facility has a unique repository; and
 - c. Be agile enough to provide a hybrid approach consisting of every facility sharing a common content store and each facility having a unique repository.
- 2.12.3 The ECM system deployment shall be flexible enough that the system can begin in a pilot phase and be functionally scaled up to the enterprise ecosystem. Over time the deployment strategy must evolve and have an agile and scalable architecture to allow the state agency to deploy the system according to tactical, philosophical, and functional requirements.

2.13 General Performance Requirements:

- 2.13.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangement, for all products and services.
- 2.13.2 The contractor must provide ECM system implementation, training, documentation, maintenance, and consulting services as required herein.

- 2.13.3 Implementation Requirements: The contractor must provide complete turnkey on-site implementation and project management support of the ECM system. Implementation shall include operation of the system to the satisfaction of the state agency.
- a. Testing of the system functionality shall be considered successfully completed when it has been demonstrated that the system executes properly and in accordance with the RFP requirements as stated herein. The system shall be considered successfully implemented when the users have successfully tested and/or reviewed all the components, functions, features, and/or documentation that encompasses the system. User testing shall be considered successful when the system runs as described in the RFP for a period of two (2) consecutive business days without encountering any system errors that affect the accuracy of the system identified herein.
 - b. Once the system implementation has been approved by the state agency in writing, the contractor must convert all documents from the state agency's existing system into the contractor system.
- 2.13.4 Substitutions/Replacements: The contractor shall not substitute any item(s) awarded without prior written approval of the Division of Purchasing and Materials Management.
- a. The state reserves the right to allow the contractor to substitute any new system offered by the contractor on all unshipped and future orders if the system capabilities are equal to or greater than the contract system and if the prices are equal to or less than the contract system. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
 - b. In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
 - c. The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.13.5 Training: The contractor must provide all training required for successful operation of the system, including manuals for state agency staff designated for training. The training must include, at a minimum, system operations, back up & restore procedures, system management functions, and querying & reporting functions.
- a. The contractor must provide "train the trainer" training for the ECM system.
 - b. The contractor's training must include training for ten (10) "train the trainer" students.
 - c. The contractor must provide system administration training for up to eight (8) Database Administrator/Technical/Support staff students.
 - d. The contractor's training must be provided in Jefferson City, Missouri; St. Joseph, Missouri; and Farmington, Missouri at a site provided by the state agency.
 - e. All training material costs are the responsibility of the contractor. All travel expenses associated with training shall be included in the costs of the training as stated in Exhibit A, Pricing Pages.
 - f. If ECM system changes/upgrades/enhancements/new releases occur which require additional training, whether required by the contractor or the state agency, the contractor shall provide the additional training needed for the successful operation of the ECM system changes/upgrades/enhancements/new

releases at no additional charge. The contractor shall provide updated manuals/user-guides to state agency staff at no charge.

- 2.13.6 Documentation: The contractor must supply a complete set of the specification/documentation including user documentation/operating manuals that support the ECM system in Adobe Acrobat format necessary to operate and maintain the ECM system at no additional cost to the state agency prior to the implementation date. The contractor should also provide electronic copies of the documentation available. If available, the contractor should state whether these copies may be electronically duplicated and/or transmitted to authorized users of the product.

2.14 Warranties:

- 2.14.1 No Actions, Suits, or Proceedings: The contractor shall warrant that there are no actions, suits, or proceeding, pending or threatened, that shall have a material adverse effect on the contractor's ability to fulfill its obligations under the contract. The contractor shall further warrants that it will notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract.
- 2.14.2 Warranty of Contractor Capability: The contractor shall warrant that it is financially capable of fulfilling all requirements of this contract and that the contractor is validly organized entity that has the authority to enter into the contract. The contractor is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the contract.
- 2.14.3 Compatibility Warranty: Unless otherwise stated in Exhibit C or elsewhere herein, the contractor shall warrant that all products acquired pursuant to this contract shall be data, program, and communications compatible to all other products that will be acquired under the contract and compatible to the software and hardware environments that currently exist in the agency's computer environment as described herein.
- a. The contractor shall notify the agency as to any inaccuracies or known deficiencies or incompatibility with any related order.

2.15 Software Maintenance:

- 2.15.1 The contractor must provide software maintenance (e.g. upgrades/new releases) and technical support for all software provided, including ongoing telephone support, installation assistance, problem determination, and resolution.
- 2.15.2 The contractor must provide toll-free technical support twenty-four (24) hours per day, seven (7) days per week, including holidays.
- 2.15.3 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries from the state agency. The state agency reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:
- a. Severity Level 1 shall be defined as urgent situations, when the state agency's production system is down and the agency is unable to use the ECM system. In these situations, the contractor's technical support staff shall accept the state agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the state agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed two (2) business days, unless otherwise authorized in writing by the state agency.

- b. Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the state agency's environment. The ECM system may operate, but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the state agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the state agency's call within two (2) to three (3) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed two (2) business days or best effort.
- c. Severity Level 3 shall defined as a minor problem that exists with the ECM system but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the state agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the state agency's call within eight (8) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed ten (10) business days or best effort.
- d. Severity Level 4 shall be defined as a very minor problem or question that does not affect the Licensed Programs' function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within sixteen (16) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible, which shall not exceed twenty-two (22) business days or best effort.

2.15.4 The contractor's failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the contractor until resolution of issues/problems have been achieved, or such failure may result in the cancellation of the contract. The Division of Purchasing and Materials Management shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section within forty-five (45) days of the State of Missouri learning of the contractor's failure to perform in accordance with the terms and conditions of this contract agreement. The State of Missouri's failure to provide such notification to the contractor shall void the State of Missouri's ability to withhold payments for that particular calendar month. However, this in no way affects the State of Missouri's ability to seek such remedy in any subsequent calendar month should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for such delayed payment of invoices due to the contractor's repeated failure to meet the response times. Should the contract be cancelled, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- a. **On-site Response Time:** The State of Missouri defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and the state agency that an on-site technician is necessary to until the time when the contractor's qualified service technician is present on-site at the state agency's location.
- b. **Problem Resolution Response Time:** The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the state agency and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the state agency in accordance with the aforementioned severity level provisions.

NOTE: The contractor shall not be liable for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.

- 2.15.5 The contractor shall automatically notify designated state agency personnel in advance of upgrades, new releases, patches, bug fixes, and database changes.
- 2.15.6 It is highly desirable that the contractor provides twenty-four (24) hours per day, seven (7) days per week electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- 2.15.7 At the request of the state agency, it is highly desirable that the contractor provides an annual health check/performance assessment of the application, included in the maintenance agreement at no additional cost. All travel expenses associated with this annual check shall be included in the costs of the maintenance as stated in Exhibit A, Pricing Pages.
- 2.15.8 At the request of the state agency, the contractor must provide on-site support as needed, if needed at no additional cost to the state.

2.16 Illicit Code:

- 2.16.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).
- 2.16.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of illicit code in the ECM software, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the illicit code. At the request of the State of Missouri, the contractor must remove any such illicit code from the ECM system. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's Program Manager.
- 2.16.3 If the software contains a restrictive key, expiration date, or other limiting function as described above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

2.17 Preserving Rights to System Functionality:

- 2.17.1 In the event that the contractor deletes functions that were mandatory contractual requirements from the ECM software and offers those functions in other or new system products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be separated out, shall be provided to the agency under the terms of their license along with any applicable

modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

2.18 Prohibition of Electronic Self-Help:

- 2.18.1 The contractor agrees that in the event of any dispute with the State of Missouri regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the operation of or agency access to the licensed system, without first obtaining a valid court order authorizing same in accordance with the State of Missouri Terms and Conditions Section 2 subparagraph e. The State of Missouri shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State of Missouri. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

2.19 Upgrades/Replacements:

- 2.19.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

2.20 Software Licensing:

- 2.20.1 License Grant: Any software licensed by the state in connection with the contractor's solution shall include a grant to the State of Missouri of an annual, non-exclusive, irrevocable and unrestricted license(s) to use such software for use on its own behalf as well on behalf of its agency end users, consultants, agents, whether now existing or hereafter. The state shall further have the right to appoint third-party agents to utilize the contractor's solution on its behalf as long as such third parties comport with the provisions of the licensing stated herein. The contractor shall grant the State of Missouri the right to use the software throughout the applicable contract period contingent upon payment of license fees specified in Exhibit A.
- a. There shall be no upgrade fee charges and no additional license fee charges for increasing the size and/or capacity of the CPUs on which the software is installed or operates on. There shall be no upgrade fee charges. There shall be no limitations placed on the system with regards to the size/capacity of the record population in which the system shall encompass/utilize. NOTE: All components of the system's "licensed software" shall be for the specific purpose of operating the system as described herein.
- 2.20.2 The contractor shall not assess any usage fees or click charges for using the ECM system.
- 2.20.3 The state shall have the right to install/implement the contractor's software and web application(s) at any location, whether now existing or hereafter acquired. If a state-housed solution, the state shall also have the right to make backup copies of the contractor's software and web application(s) for operational backup and disaster recovery purposes.
- 2.20.4 Third Party Software: The contractor shall be responsible for the licensing of all third-party software utilized as part or in conjunction with the contractor's solution. The terms and conditions of such licenses shall be compatible with and compliant to the State of Missouri's terms and conditions expressed herein and the RFP's intended use of the solution and shall guarantee the continuous use of such third-party software by the State for the term of the final, definitive agreements.
- 2.20.5 If the system solution is provided under a subscription licensing arrangement, then all maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the license subscription fees specified in Exhibit A.

- 2.20.6 Any language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s) shall be of no force or effect and nonbinding if such language or provision conflict with the terms and conditions of the RFP B2Z12032. The terms and conditions of RFP B2Z12032 shall supersede and govern in the event of conflict with the language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s).

2.21 Passwords:

- 2.21.1 The state acknowledges that the contractor may require passwords in order to access and/or use the proposed software and/or Internet web sites. The contractor shall not withhold, cancel and/or deny access to any authorized agency and/or agency personnel unless the state is in breach of contract and is unable to cure such breach within a reasonable amount of time. The contractor must send at least fifteen (15) days prior written notice to the agency and the Division of Purchasing and Materials Management of any intent to cancel password(s). The written notice must reference the State of Missouri's contract number, which shall be indicated on the cover page of the notification of contract award.
- 2.21.2 Delayed payment of licensing fees due to unresolved contractual issues between the State of Missouri and the contractor shall not be cause for withholding passwords.

2.22 Audits:

- 2.22.1 In the event that the contractor undertakes an audit of the agency's facility in which the software is installed: (1) the contractor must provide at least three (3) business days prior written notice to the agency, (2) the scope of the audit shall be limited to a review of the agency's applicable written records pertaining to the contract and the licensed software, if the contractor can reasonably demonstrate to the Division of Purchasing and Materials Management that said written records are inadequate, then with the Division of Purchasing and Materials Management's prior written authorization, the contractor may extend such audit to the agencies computer installations so long as such audit does not interfere or disrupt the agency's production/work environment during normal business hours, (3) the agency shall be obligated only to pay for unpaid licenses found to be in use and for no other costs, fees or penalties, (4) the agency shall have an equal right to audit the contractor's compliance with its license obligations hereunder, and (5) all information transmitted to the contractor pursuant to the above shall be held in confidential status by the contractor.

2.23 Invoicing and Payment Requirements:

- 2.23.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.24 Information Technology Accessibility Compliance:

2.24.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php) or other comparable document.

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.
- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>.

2.25 Project Assessment Quotations (PAQs):

2.25.1 The contractor's solution must allow for customizations of its functionality in order to provide the agency with enhancements and/or new functionality needed by the agency **after** implementation of the solution proposed and accepted by the state, including the requested options. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the agency's specific requirements and/or to utilize alternative services contracts, if determined to be in the state's best interests.

2.25.2 For customization of the solution to add enhancements or modifications that are not proposed and accepted by the state (including the requested options), the contractor shall agree that the state agency may utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. STEP 1: PAQ REQUEST

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. STEP 2: DRAFT PAQ

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. STEP 3: APPROVAL OF DRAFT PAQ

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency designated project director name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ
- 6) final PAQ issue date
- 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 9) detailed completion schedule for each task/component of the project work;
- 10) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- 13) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state. Once the PAQ project work has been formally accepted by the state agency, the contract shall deliver the source code materials pertaining to the PAQ project work to the state agency within five (5) business days.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

2.25.3 General Requirements:

- a. The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- b. The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- c. The contractor shall not be paid for the preparation of the PAQ.
- d. A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.
- e. Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- f. The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
- g. The duration of any PAQ must not exceed the effective contract period.

2.25.4 Project Assessment Quotation Invoicing: The contractor shall submit an itemized invoice to the agency within 30 calendar days after completion of and in accordance with the mutually agreed upon milestones for compensation of project costs for the contractor's project work (as specified in applicable Project Assessment Quotation).

3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

3.1 Preparation and Submission of Proposals:

This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Exhibit A - Pricing (Cost)

Exhibit B - Experience of Organization and Expertise of Personnel

Exhibit C - Functional / Technical Capabilities and Method of Performance

Exhibit D - Participation by Other Organizations

Exhibit E - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

Exhibit G - Miscellaneous Information

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

3.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

3.1.4 Proposal Copies: The offeror's proposal should include an original document, plus six (6) copies for a total of seven (7) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

3.1.5 Confidentiality and Proprietary Materials:

- a. Pursuant to section 610.021 RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- b. The DPMM is a governmental body under Missouri Sunshine Law (Chapter 610 RSMo). Section 610.011 RSMo requires that all provisions be “liberally construed and their exceptions strictly construed” to promote the public policy that records are open unless otherwise provided by law. Regardless of any claim by an offeror as to material being proprietary and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610 RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the DPMM and withheld from any public request submitted to DPMM after award. Offerors should presume information provided to DPMM in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Offeror’s entire proposal;
 - 2) Offeror’s pricing;
 - 3) Offeror’s proposed method of performance including schedule of events and/or deliverables;
 - 4) Offeror’s experience information including customer lists or references;
 - 5) Offeror’s product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see section 610.021 RSMo. Paragraph 15).
- d. It shall be the offeror’s responsibility to notify the buyer of record listed on page 1 of the RFP if any provision of the RFP requires the offeror to submit specific information that is a closed record pursuant to section 610.021 so that consideration may be given to removing or modifying the provision.
- e. In the event that the offeror does submit information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such parts of their proposal must be separated and clearly marked as confidential within the offeror’s proposal along with an explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021 RSMo. The offeror’s failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. The offeror’s sole remedy for the state’s denial of any confidentiality request shall be limited to withdrawal and return of their proposal at the offeror’s expense.

3.1.6 Products/Service Outside Continental US: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

3.1.7 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified below, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid and Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation

efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.8 Compliance with Terms and Conditions: The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. If the offeror's and/or any other 3rd party pre-printed software license and/or service agreement(s) must be executed in order to release the software and/or to provide services required in the RFP, such agreement(s) must be submitted in Exhibit C in order to be considered as part of the contract between the contractor and the State of Missouri. The offeror shall be required to do one of the following if such submission is done: (1) The offeror and any 3rd party software supplier that the offeror is reselling the 3rd party's product as part of their proposal must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the RFP B2Z12032, the RFP shall govern" or (2) Sign the Exhibit C signature block entitled "Addendum to the Offeror's and/or 3rd Party Pre-Printed Terms and Conditions Documents". Failing to place this statement or similar statement on the offeror's and/or 3rd Party pre-printed terms and conditions documents or not signing the Exhibit C signature block and/or taking exception to the State's terms and conditions may render a offeror's proposal non-responsive and remove it from consideration for award. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award.
- 3.1.9 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).
- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.

- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

3.2 Proposal Evaluation and Award:

- 3.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

| Evaluation Criteria Scoring Category | Maximum Points |
|---|----------------|
| Cost | |
| Required Costs | 80 |
| PAQ Costs | 10 |
| Experience of Organization and Expertise of Personnel | 50 |
| Functional / Technical Capabilities and Method of Performance | 50 |
| MBE/WBE Participation | 10 |
| TOTAL | 200 |

3.2.2 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

- 3.2.3 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration may be conducted with the offeror, if requested by the Division of Purchasing & Materials Management. If requested, the offeror shall demonstrate its proposed solution's ability to meet required functionality in a test environment situation at the state agency facility. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.2.4 The award shall be made on an all or none basis.

3.3 Evaluation of Cost:

3.3.1 The cost evaluation shall be based on the pricing for mandatory requirements provided by the offeror in response to Exhibit A, Cost (Pricing Pages), including contract renewal periods.

- a. The offeror must respond to Exhibit A with firm, fixed pricing and not to exceed one time costs for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.
- b. Objective cost evaluation points shall be determined from the result of the calculation stated above using the following formulas to conduct separate objective cost evaluations of required costs (80 points) and PAQ pricing (10 points) for the objective cost evaluations identified in paragraph 3.3.1 c:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 80 \text{ cost points} = \text{Cost evaluation points for Required Costs}$$

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 10 \text{ cost points} = \text{Cost evaluation points for PAQ Costs}$$

- c. The cost evaluation shall be based on the pricing provided in response to Exhibit A (Pricing Pages) using the following estimated quantities:

ECM End User Licenses:

- ECM End User Licenses for year one (1) of the initial contract period: 200 users
- ECM End User Licenses for year two (2) of the initial contract period: 500 users
- ECM End User Licenses for year three (3) of the initial contract period: 1000 users
- ECM End User Licenses for the first renewal period: 1500 users
- ECM End User Licenses for the second renewal period: 2000 users
- ECM End User Licenses for the third renewal period: 3000 users
- ECM End User Licenses for the forth renewal period: 3000 users
- ECM End User Licenses for the fifth renewal period: 3000 users

ECM End User License Maintenance:

- ECM End User Licenses Maintenance for year one (1) of the initial contract period: 200 users
- ECM End User Licenses Maintenance for year two (2) of the initial contract period: 500 users
- ECM End User Licenses Maintenance for year three (3) of the initial contract period: 1000 users
- ECM End User Licenses Maintenance for the first renewal period: 1500 users
- ECM End User Licenses Maintenance for the second renewal period: 2000 users
- ECM End User Licenses Maintenance for the third renewal period: 3000 users
- ECM End User Licenses Maintenance for the forth renewal period: 3000 users
- ECM End User Licenses Maintenance for the fifth renewal period: 3000 users

- d. The offeror must provide hourly firm, fixed Project Assessment Quotation (PAQ) pricing in Exhibit A, Section A.3. A multiplier of 100 hours per year will be used to evaluate total PAQ pricing for the objective cost analysis. If the offeror is providing multiple PAQ job classifications/per hour rates, then the rates shall be averaged to obtain a single rate to be used in the cost. At the sole determination

of the Division of Purchasing and Materials Management, any non-relevant/ unessential consultant classification(s) listed in Exhibit A, Section A.3 shall not be included in the average calculations.

- e. Offerors are advised that the assumptions used for the cost calculation are estimated averages. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual or anticipated usage.

3.4 Evaluation of Experience of Organization and Expertise of Personnel:

- 3.4.1 The evaluation of the Experience of Organization and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

3.5 Evaluation of Functional/Technical Capabilities and Method of Performance:

- 3.5.1 The evaluation of the Functional/Technical Capabilities and Method of Performance shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's proposed optional products and prices within the evaluation category of Functional/Technical Capabilities and Method of Performance.
 - a. The accessibility of the offeror's proposed product(s) will also be considered in the subjective evaluation of Performance and Solution Functionality. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 2.24.1). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

3.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

- 3.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

| | | | | |
|--|---|--|---|--|
| $\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$ | x | Maximum MBE/WBE Participation Evaluation points (10) | = | Assigned MBE/WBE Participation points |
|--|---|--|---|--|

3.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit D, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.6.5 **Commitment** – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

3.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.6.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oa.mo.gov/oeo>

3.7 Other Submittal Requirements and Requested Information:**3.7.1 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):**

Organizations for the Blind and Sheltered Workshops

3.7.2 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or

sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- 3) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:

- Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

- 3.7.3 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by

the SDVE is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3) If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit D, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

www.oa.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

3.7.4 Qualified SDVE:

- a. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
- c. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
- d. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

- e. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.7.5 **Debarment Certification:** The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit F with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.6 **Other Requested Information:** The offeror should respond to the information requested in Exhibit G, Other Requested Information.
- a. **Offerors as Employees:** Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.7 **Proposal Submittal Checklist:** The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror's sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

| No. | Description – while not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror's proposal. | Completed? (√) |
|------------|--|--------------------------|
| 1. | Completed and signed all amendments (if applicable) and original RFP? (Mandatory that proposal includes signature) | |
| 2. | Provided firm, fixed pricing on Exhibit A – Pricing Pages? | |
| 3. | Completed Exhibit B – Experience of Organization and Expertise of Personnel? | |
| 4. | Completed Exhibit C – Functional and Technical Capabilities/Method of Performance? | |
| 5. | If applicable, completed Exhibit D – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE proposed? | |
| 6. | If applicable, completed Exhibit D – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE proposed? | |
| 7. | If applicable, clearly stated Blind/Sheltered and/or MBE and/or WBE participation % of Total Value of Contract (or for Blind/Sheltered Workshops and/or MO Service-Disabled Veteran Business Preference, Total Dollar Amount or Participation %) on Exhibit D? | |
| 8. | If applicable, received authorized signature on Exhibit D from every Blind/Sheltered, and/or MO Service-Disabled Veteran Business Preference and/or MBE and/or WBE organization committed to providing products/services under the RFP? | |
| 9. | Completed and signed Exhibit E – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required))? | |
| 10. | Completed and signed Exhibit F – Debarment? | |
| 11. | Indicated any potential conflict of interest as an employee of the state or if any products/services are manufactured/performed outside of the U.S. – Exhibit G, Miscellaneous Information? | |
| 12. | If applicable, clearly marked, separated, and sealed proprietary or confidential information? | |

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

4. GENERAL CONTRACT PROVISIONS AND REQUIREMENTS

This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.2 Contract Period:

4.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the contractor shall understand and agree that any renewal period increases specified in the proposal are not automatic. If at the time of contract renewal the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

4.3 Contract Price:

4.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties,

termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed herein. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract.

4.4 Termination:

- 4.4.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.5 Transition:

- 4.5.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- 4.5.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - b. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - c. If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred and eighty (180) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

4.6 Liabilities:

- 4.6.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

4.7 Contractor Liability:

- 4.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State

of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

4.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.8 Insurance:

4.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

4.9 Governing Law:

4.9.1 The contract shall be construed according to the laws of the State of Missouri. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Division of Purchasing and Materials Management.

4.10 Subcontractors:

4.10.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its

direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.11 Substitution of Personnel:

- 4.11.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

4.12 Authorized Personnel:

- 4.12.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 4.12.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 4.12.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 4.12.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 4.12.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

4.13 Contractor Status:

- 4.13.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

4.14 Coordination:

- 4.14.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

4.15 Property of State:

- 4.15.1 All documents, data, reports, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.16 Confidentiality:

- 4.16.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

4.17 Inventions, Patents, and Copyrights:

- 4.17.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- a. The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such

product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- b. The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

4.18 Participation by Other Organizations:

- 4.18.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- 4.18.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- 4.18.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- 4.18.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
 - c. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the

Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

- 4.18.5 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

4.19 Confidentiality and Security Documents:

- 4.19.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

EXHIBIT A
PRICING (COST)

The offeror shall provide firm, fixed pricing for an electronic content management system pursuant to all mandatory requirements herein. The offeror must provide Project Assessment Quotation (PAQ) firm, fixed hourly pricing. The offeror must indicate any other relevant information related to the pricing of their proposed software and services.

A.1 REQUIRED COSTS:

The offeror shall provide firm, fixed pricing for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning, delivery and installation of the system.

| ANNUAL ELECTRONIC CONTENT MANAGEMENT END USER LICENSE | | | | | | | | |
|--|----------------------|----------------------------|--|--|--|--|--|--|
| Description | Est. Qty. | Unit Of Measure | Original Contract Period Maximum Firm, Fixed Unit Price | 1st Renewal Period Maximum Firm, Fixed Pricing | 2nd Renewal Period Maximum Firm, Fixed Pricing | 3rd Renewal Period Maximum Firm, Fixed Pricing | 4th Renewal Period Maximum Firm, Fixed Pricing | 5th Renewal Period Maximum Firm, Fixed Pricing |
| Annual Electronic Content Management End User License | 200 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Electronic Content Management End User License | 500 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Electronic Content Management End User License | 1,000 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Electronic Content Management End User License | 1,500 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Electronic Content Management End User License | 2,000 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Electronic Content Management End User License | 3,000+ | Year | \$ | \$ | \$ | \$ | \$ | \$ |

| ANNUAL MAINTENANCE FOR ELECTRONIC CONTENT MANAGEMENT END USER LICENSE | | | | | | | | |
|---|-----------|-----------------|---|--|--|--|--|--|
| Description | Est. Qty. | Unit Of Measure | Original Contract Period Maximum Firm, Fixed Unit Price | 1 st Renewal Period Maximum Firm, Fixed Pricing | 2 nd Renewal Period Maximum Firm, Fixed Pricing | 3 rd Renewal Period Maximum Firm, Fixed Pricing | 4 th Renewal Period Maximum Firm, Fixed Pricing | 5 th Renewal Period Maximum Firm, Fixed Pricing |
| Annual Maintenance for Electronic Content Management End User License | 200 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Maintenance for Electronic Content Management End User License | 500 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Maintenance for Electronic Content Management End User License | 1,000 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Maintenance for Electronic Content Management End User License | 1,500 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Maintenance for Electronic Content Management End User License | 2,000 | Year | \$ | \$ | \$ | \$ | \$ | \$ |
| Annual Maintenance for Electronic Content Management End User License | 3,000+ | Year | \$ | \$ | \$ | \$ | \$ | \$ |

| Description | Est. Qty. | Unit Of Measure | Original Contract Period Firm, Fixed Unit Price |
|---|-----------|-----------------|---|
| Train the Trainer – Including all Travel Expenses | 10 | Session | \$ |
| Database Training – Including all Travel Expenses | 8 | Sessions | \$ |

| Description | Est. Qty. | Unit Of Measure | One-Time, Not To Exceed Price |
|---|-----------|-----------------|-------------------------------|
| Implementation Costs | 1 | Total | \$ |
| Data Conversion and Migration Fee (The state agency estimates approximately 100 hours will be necessary) | 1 | Total | \$ |

A.2 OTHER REQUIRED COSTS:

The offeror must state below all applicable other required costs necessary to satisfy the requirements of the RFP.

| Description/Comments | Unit Of Measure | Original Contract Period Maximum Firm, Fixed Unit Price | 1 st Renewal Period Maximum Firm, Fixed Pricing | 2 nd Renewal Period Maximum Firm, Fixed Pricing | 3 rd Renewal Period Maximum Firm, Fixed Pricing | 4 th Renewal Period Maximum Firm, Fixed Pricing | 5 th Renewal Period Maximum Firm, Fixed Pricing |
|----------------------|-----------------|---|--|--|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

A.3 PROJECT ASSESSMENT QUOTATION HOURLY RATES:

The offeror must state below the hourly rate(s) necessary for customization of the solution to add enhancements or modifications that are not part of the contractual requirements herein. The hourly rate(s) specified shall be applied using the Project Assessment Quotation process described herein. The contractor shall provide all services on an as needed, if needed basis. The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract. PAQ pricing shall include all travel expenses.

| Personnel Classification | Original Contract Period Firm, Fixed Hourly Rate | 1 st Renewal Period Maximum Firm, Fixed Hourly Pricing | 2 nd Renewal Period Maximum Firm, Fixed Hourly Pricing | 3 rd Renewal Period Maximum Firm, Fixed Hourly Pricing | 4 th Renewal Period Maximum Firm, Fixed Hourly Pricing | 5 th Renewal Period Maximum Firm, Fixed Hourly Pricing |
|--|--|---|---|---|---|---|
| <i>If providing multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i> | | | | | | |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ |

EXHIBIT B
EXPERIENCE OF ORGANIZATION AND EXPERTISE OF PERSONNEL
(Evaluation is 50 points)

The evaluation of the offeror's experience and expertise of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization's experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror's experience and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE OF ORGANIZATION:

- a. The offeror should describe any previous contract experiences of a similar nature and complexity (such as electronic content management systems) in scope, responsibility, and technologies involved as what is described in this RFP.
- b. Describe the nature of the offeror's business, type of services performed, etc.
- c. The offeror should describe the history of the company. The offeror should indicate the number of years its firm has been providing similar type services.
- d. The offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The offeror should document how sufficient resources will be provided to the State of Missouri.
- e. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.
- f. The offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.
- g. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the offeror should provide up to four (4) references, including state and federal government, that may be contacted. In addition, the offeror should provide up to two (2) references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

| REFERENCE | |
|---|--|
| Contracting Agency/Entity Client Name: | |
| Contact Name: | |
| Contact Title: | |
| Description of Role / Responsibility the above contact person had in referenced contract work: | |
| Contact Phone Number: | |
| Contact Email Address: *please verify accuracy of email address* | |
| Applicable Dates of Contract Work | |
| Description of Role / Responsibility in referenced contract work: | |

B.2 EXPERTISE OF PERSONNEL:

- a. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
 1. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- b. The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.
- c. If personnel are not yet named, the offeror should provide:
 1. Detailed descriptions of the required employment qualifications; and
 2. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

EXHIBIT C
FUNCTIONAL/TECHNICAL CAPABILITIES AND METHOD OF PERFORMANCE
(Evaluation is 50 points)

The evaluation of the offeror's proposed functional/technical capabilities and method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed functional/technical capabilities and method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

C.1 Functional/Technical Specifications: Within the offeror's response to Exhibit C, the offeror should detail how they intend to satisfy the requirements outlined in the Functional and Technical Specifications and Requirements, Section 2, of the RFP. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the Performance Requirements Section of the RFP. *The offeror should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied.*

A simple "yes, no, or compliant" response does not fulfill this description request. The offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all requirements are adequately described.

PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH PERFORMANCE SPECIFICATION.

- a. The offeror should state manufacturer, product name, version/release of the software solution proposed.
- b. The offeror should identify how they would test/verify the system's integrity, security, and authenticity including the certification process that would be utilized.
- c. The offeror should describe the hardware and software requirements for the servers and computers needed to utilize the proposed system. (Any additional costs for such hardware and software must be stated on the Client Hardware and Software Required Costs pricing page.)
- d. The offeror should provide information pertaining to the proposed software to include the following:
 1. The offeror should describe the minimum and optimal software and hardware configurations for servers and workstations for the proposed ECM system. What server and workstation platforms are supported? What operating systems are supported (including version and release)? How much internal administrator support is required?
 2. The offeror should state if there is a standard practice regarding potential downward compatibility issues associated between the server and PC/client software components of the proposed solution.

NOTE: The intent of this question is to provide an understanding of the possible impact and effort needed in the PC client software support areas when the server component(s) are upgraded to newer release levels. Specifically, how many release levels of the PC client software are currently supported? Does the proposed solution require the server and PC software components remain at the most current up-to-date release levels? Please list any possible compatibility issues that may be associated between running multiple release levels of the proposed PC client software. Any costs associated with compatibility issues should be addressed on the Other Required Costs section of the Pricing Pages.

C.2 Method of Performance: The offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy the RFP requirements and at a minimum include information pertaining to the following areas:

- a. The offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the software.
- b. Delivery: The software should be delivered within forty-five (45) days following receipt of a properly executed order. If offeror's delivery is different, state maximum delivery time in number of days after receipt of order.
- c. Maintenance: The offeror should describe all software maintenance/technical support service to be contractually agreed to including the levels of contact for maintenance/technical support. The offeror should fully describe their maintenance offering. The offeror should provide the following information relating to the provision of maintenance service:
 1. The offeror should describe how it will staff the project including the number of staff utilized for each respective phase or deliverable and how it will provide continuous personnel and other resources necessary throughout the term of the project.
 2. The offeror should provide a timeline for completion of the project.
 3. The offeror should provide locations of where all proposed services will be performed.
 4. Describe your plan for responding to off-hour (non-prime time) requests for technical support service and requests for service on holidays, weekends and vacations.
 5. Describe the procedures to be used to contact technical support service personnel.
 6. Describe the maintenance escalation procedure complete with the positions and telephone numbers of the people to be notified.
 7. Describe response time guarantees to be provided to the state and any associated penalties the state may apply if the guarantees are not met by the technical support service organization.
 8. Describe any obligations the state may have for charges from the offeror's service organization when they respond to a call for service and the problem is determined to be another vendor's hardware or software. If the state is liable for charges, what are they?
 9. Indicate whether the offeror will assume responsibility for charges for diagnostic testing or other maintenance services provided by another vendor if the problem is determined to be theirs.
- d. Describe training provided to the state for installation, operation, programming and screen design, operator training, etc.
- e. Specify the amount of technical support provided to the state at no cost in the implementation of the new system.
- f. Describe services available for assisting in the implementation of the proposed system.

C.3 Economic Impact to Missouri: The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:

- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

- b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

C.4 Addendum To Offeror's And/Or 3rd Party's Pre-Printed Terms And Conditions Documents: By signing the signature block below the offeror and/or 3rd Party hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as software license agreements, maintenance support services agreements, professional services agreements, etc., that are submitted as part of his/her proposal, and (2) any of the offeror's and/or 3rd Party terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP B2Z12032's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's and/or 3rd Party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

| SIGNATURE REQUIRED | |
|--------------------------------------|-------|
| | |
| AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME | TITLE |
| | |
| | |
| OFFEROR'S COMPANY NAME | |
| | |
| AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME | TITLE |
| | |
| 3 RD PARTY'S COMPANY NAME | |
| | |

FAILURE TO PROVIDE ADEQUATE INFORMATION AS REQUESTED ABOVE WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

EXHIBIT D
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

| MBE Participation Commitment Table | | |
|---|--|--|
| (The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Minority Business Enterprise (MBE) Proposed | Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed MBE |
| 1. | % | |
| 2. | % | |
| 3. | % | |
| 4. | % | |
| Total MBE Percentage: | % | |

| WBE Participation Commitment Table | | |
|---|--|--|
| (The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | | |
| Name of Each Qualified Women Business Enterprise (WBE) proposed | Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed WBE |
| 1. | % | |
| 2. | % | |
| 3. | % | |
| 4. | % | |
| Total WBE Percentage: | % | |

Organization for the Blind/Sheltered Workshop Commitment Table

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Organization for the Blind or Sheltered Workshop Proposed | Committed Participation (\$ amount or % of total value of contract) | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop |
|--|---|--|
| 1. | | |
| 2. | | |

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

| Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed | Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value) | Description of Products/Services to be Provided by Listed SDVE |
|--|--|---|
| 1. | % | |
| 2. | % | |
| Total SDVE Percentage: | % | |

EXHIBIT D**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____

Email: _____

Address (If SDVE, provide
MO Address): _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

SDVE's Website _____

Certification (or attach copy of certification)

Address: _____

Expiration
Date: _____

Service-Disabled

SDV's

Veteran's (SDV) Name: _____

Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the participating organization*) have agreed to provide:

Authorized Signature:

Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or

Date
(Dated no earlier than

*SDVE)**the RFP issuance date)***EXHIBIT D (continued)****DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which the SDV's Documents were Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [www.oa.mo.gov/purch/vendorinfo/sdve.html] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT E
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z11048 or C211048001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Corrections with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT E, Cont'd**BOX B – CURRENT BUSINESS ENTITY STATUS**

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT E, Cont'd**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT E, Cont'd**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID
Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

EXHIBIT F
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT G
MISCELLANEOUS INFORMATION

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

| | | |
|--|------------------|-----------------|
| Are products and/or services being manufactured or performed at sites outside the United States? | Yes _____ | No _____ |
| Describe and provide details: | | |

RFP/Contract Coordinator Contact Information: If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator and Contract Coordinator if awarded a contract, etc.

| RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i> | |
|---|--|
| NAME: | |
| JOB TITLE: | |
| PHONE: | |
| FAX #: | |
| EMAIL: | |

| CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i> | |
|---|--|
| NAME: | |
| JOB TITLE: | |
| PHONE: | |
| FAX #: | |
| EMAIL: | |

Employee Bidding/Conflict of Interest: Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

| | |
|---|--|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | |
| In what office/agency are they employed? | |
| Employment Title: | |
| Percentage of ownership interest in offeror's organization: | |

| | |
|--|---------|
| | _____ % |
|--|---------|

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered

offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.